

AGREEMENT

Between the

**NEW ENGLAND MECHANICAL CONTRACTORS
ASSOCIATION, INC.**

&

**PLUMBERS & PIPEFITTERS LOCAL 104
OF THE**

**UNITED ASSOCIATION OF JOURNEYMEN
& APPRENTICES
OF THE
PLUMBING & PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

SEPTEMBER 17, 2013 – SEPTEMBER 16, 2016

AGREEMENT

**NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION, INC.
AND
PLUMBERS & PIPEFITTERS LOCAL 104 OF THE
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING & PIPEFITTING INDUSTRY OF
THE UNITED STATES AND CANADA**

September 17, 2013 – September 16, 2016

This agreement made and entered into at Springfield, Massachusetts, by and between Local Union 104, located at Springfield, Massachusetts, hereinafter designated and referred to as the Union, a labor organization which is the agent of the Employees of the Employer covered by this Agreement and the New England Mechanical Contractors Association, Inc., hereinafter designated and referred to as the Association, which is the agent of its Employer Members, each of which is hereinafter designated and referred to as the Employer. It is mutually agreed that the pronouns "he, him, etc." as used in terms of this Agreement are without gender and are, for the purposes of this Agreement, exchangeable for the pronouns "she, her, etc."

ARTICLE 1 – LENGTH AND PURPOSE OF AGREEMENT

Section 1.1 This Agreement made this 17th day of September, 2013 shall be effective from September 17, 2013 to September 16, 2016.

Section 1.2 It is the intent and purpose of the parties to this Agreement to promote harmonious cooperation between the Union and the Association, the Employees and the Employer, to provide orderly collective bargaining relations between the Union and the Association, Employees and the Employer, to provide procedure for the prompt, fair, peaceful adjustment of all disputes and differences which might arise from time to time and to provide for the operation of the business of the Employer by methods which will further, to the fullest extent possible, efficiency of operation, quality and quantity of performance and the protection of property of the Employer and that there shall be no interference with the operation of the business of the Employer during the term of this Agreement.

Each of the parties to this Agreement agrees that it is the duty of the Union and the Association, the Employees and the Employer to cooperate faithfully, fully, individually and collectively in the observance of the provisions of this Agreement.

Plumbers and Pipefitters Local 104 agrees to adhere to the United Association Standards of Excellence.

ARTICLE 2 – TERRITORIAL SCOPE

Section 2.1 It is understood and agreed that the Union's work jurisdiction embraces the following:

HAMPSHIRE COUNTY

Amherst	Hadley	South Hadley
Belchertown	Hatfield	Southampton
Chesterfield	Huntington	Ware
Cummington	Middlefield	Westhampton
Easthampton	Northampton	Williamsburg
Goshen	Pelham	Worthington
Granby	Plainfield	

HAMPDEN COUNTY

Agawam	Holland	Southwick
Blandford	Holyoke	Springfield
Brimfield	Longmeadow	Tolland
Chester	Ludlow	Wales
Chicopee	Monson	Westfield
East Longmeadow	Montgomery	West Springfield
Granville	Palmer	Wilbraham
Hampden	Russell	

FRANKLIN COUNTY

Ashfield	Greenfield	Orange
Bernardston	Hawley	Rowe
Buckland	Heath	Shelburne
Colrain	Leverett	Shutesbury
Conway	Leyden	Sunderland
Deerfield	Montague	Warwick
Erving	New Salem	Wendell
Gill	Northfield	Whately

also the Eastern section of Charlemont from the intersection of Highway No. 2 by Highway No. 8A.

BERKSHIRE COUNTY

Adams	Housatonic	Peru
Alford	Lanesboro	Pittsfield
Becket	Lee	Richmond
Berkshire	Lenox	Richmond Furnace
Cheshire	Lenoxdale	Rowe
Clarksburg	Monroe	Sandisfield
Dalton	Monterey	Savoy
Egremont	Mount Washington	Sheffield
Farnams	New Ashford	Southfield
Florida	New Boston	Stockbridge
Glendale	New Lenox	Tyringham
Great Barrington	New Marlborough	Washington
Hancock	North Adams	West Stockbridge
Hinsdale	Otis	Williamstown
		Windsor

ARTICLE 3 – ECONOMIC PACKAGE

Section 3.1.1 Eastern Division

	9/17/13	3/17/14	9/17/14	3/17/15	9/17/15	3/17/16
Wages	36.31					
Pension	8.40					
Health&Welfare	8.30	Package breakdown to be determined bi-annually				
Annuity	5.35					
Training	0.75					
Industry	0.20					
TOTAL	59.31	59.81	60.31	61.06	61.81	62.81

Section 3.1.2 Western Division

Wages	34.78					
Pension	8.40					
Health&Welfare	8.30	Package breakdown to be determined bi-annually				
Annuity	5.35					
Training	0.75					
Industry	0.13					
TOTAL	57.71	58.21	58.71	59.46	60.21	61.21

ARTICLE 7 – TRADE OR WORK JURISDICTION

Section 7.1 This agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing, pipefitting and/or utilities systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description, and all work set forth in Appendix C: Work Jurisdiction.

Section 7.2 All wages and working conditions hereunder shall be effective on all plumbing and pipefitting work performed by the Employer, or by any person, firm, or corporation owned or financially controlled by the Employer, within this local's territorial jurisdiction.

ARTICLE 11 – WAGES

Section 11.1 The minimum rate of wages for construction journeymen from September 17, 2013 through March 16, 2014 shall be \$36.31 per hour for the Eastern Division and \$34.78 per hour for the Western Division.

Section 11.2 The minimum rate of wages for construction journeymen from March 17, 2014 through September 16, 2014 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division. (undetermined)

Section 11.3 The minimum rate of wages for construction journeymen from September 17, 2014 through March 16, 2015 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division. (undetermined)

Section 11.4 The minimum rate of wages for construction journeymen from March 17, 2015 through September 16, 2015 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

Section 11.5 The minimum rate of wages for construction journeymen from September 17, 2015 through March 16, 2016 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

Section 11.6 The minimum rate of wages for construction journeymen from March 17, 2016 through September 16, 2016 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

ARTICLE 18 – HEALTH & WELFARE

Section 18.1 Effective September 17, 2013 each Employer shall pay to Plumbers & Pipefitters Local 104 Health & Welfare Fund the sum of eight dollars and thirty cents (\$8.30) per hour worked by all employees covered by this Agreement.

ARTICLE 19 – PENSION

Section 19.1 Effective September 17, 2013 each Employer covered by this Agreement shall pay to Plumbers & Pipefitters Local 104 Pension Fund the sum of eight dollars and forty cents (\$8.40) per hour worked by all employees covered by this Agreement.

ARTICLE 20 – ANNUITY

Section 20.1 Effective September 17, 2013 each Employer covered by this Agreement shall pay to Plumbers & Pipefitters Local 104 Annuity Fund the sum of five dollars and thirty-five cents (\$5.35) per hour worked by all employees covered by this Agreement unless such employees be excluded by Section 20.2

Section 20.2 No Employer shall be required to pay the hourly contribution to the Plumbers & Pipefitters Local 104 Annuity Fund on behalf of any apprentice until he/she has completed 8,000 hours of the apprenticeship or four years from the anniversary date, whichever comes first, and has satisfied the requirements of the Joint Apprenticeship Committee.

ARTICLE 29 – DURATION OF AGREEMENT

Section 29.1 This Agreement shall remain in effect until September 16, 2016.

Section 29.2 This Agreement is subject to revision at any time during its term when mutually agreed by the Employer and the Union.

Section 29.3 It is agreed that both parties to this Agreement, namely the Employer and the Union, shall notify the other party to this Agreement at least sixty (60) days before the expiration of this Agreement.

Section 29.4 In the event the parties shall fail to agree to the terms of an Agreement as a result of negotiations following such notice, either party may terminate the Agreement on its anniversary date or thereafter without further notice. It is agreed that the parties shall meet not later than fifteen (15) days after the notice or notices are received, and they shall meet thereafter at least once a week until the expiration date, or an agreement is reached, or the Agreement is terminated, as the case may be.

APPENDIX B

DEFINITIONS

1. Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property or other locations related directly thereto.
2. The word "repair", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.
3. The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.
4. The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

APPENDIX C
WORK JURISDICTION

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipes, grease traps, sewerage and vent lines.
2. All piping for water filters, water softeners, water meters and time setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to building including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All downspouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewer, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
8. All bathrooms, toilet room and shower room accessories, i.e., towel racks, paper holder, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories and all piping for sprinkler work of every description.

12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic or vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas unused in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and oil piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers and superheaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air-conditioning, manufacturing, mining and industrial work.
22. The setting, erecting and piping for all smoke-consuming and smoke-washing and regulation devices.
23. The setting and erecting of all boiler feed water heaters, filters, water softeners, purifiers, condensate equipment pumps, condensers, coolers and all piping for same in all power houses, distributing and boosting stations, refrigeration bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemical, minerals and byproducts and refining of same, for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc.
26. All ash-collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pump and mixing devices and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.
29. All fire-extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice-making, humidifying, dehumidifying, dehydrating by any method and the charging and testing and servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems, by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers, boilers and cooking utensils, etc. of every description.

36. All piping in connection with central distributing filtration, treatment stations, bottling stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to and from cooling wells, suction basins and filter basins, and settling basins and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipefitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lea burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints, by whatever mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters, water towers, cooling towers and spray pounds used for industrial, manufacturing, commercial or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.

PLUMBERS AND PIPEFITTERS' UNION LOCAL NO. 104

168 Chicopee Street • Chicopee, Massachusetts 01013 • (413) 594-5152 / 5153 • Fax (413) 592-0624

Business Manager
MARK T. DALEY

Business Agent
JOHN J. BLANCHARD

Plumbers and Pipefitters Local 104 Ratifies New Three Year Agreement

Effective September 17, 2013, Plumbers and Pipefitters Local 104 has ratified a new three year agreement for the period September 17, 2013 through September 16, 2016 totaling \$4.00.

The distribution of the \$4.00 is summarized below:

9/17/13	\$0.50
3/17/14	\$0.50
9/17/14	\$0.50
3/17/15	\$0.75
9/17/15	\$0.75
3/17/16	\$1.00

The \$0.50 increase effective September 17, 2013 will be added to wages.

**Plumbers and Pipefitters Local 104
168 Chicopee St.
Chicopee, MA**

**Wage Rates
Article 3: Economic Package**

	<u>9/17/11- 3/16/12</u>	<u>3/17/12 9/16/12</u>	<u>9/17/12- 3/16/13</u>	<u>3/17/13- 9/16/13</u>	<u>9/17/13- 3/16/14</u>
Wages	\$34.66	\$34.91	\$35.16	\$35.81	\$36.31
Pension	7.80	8.05	8.30	8.40	8.40
Health & Welfare	8.30	8.30	8.30	8.30	8.30
Annuity	5.10	5.10	5.35	5.35	5.35
Training	0.75	0.75	0.75	0.75	0.75
Industry	0.20	0.20	0.20	0.20	0.20
TOTAL PACKAGE	\$56.81	\$57.31	\$58.06	\$58.81	\$59.31

Article 3: Economic Package

	3/17/13	9/17/13	3/17/14	9/17/14	3/17/15	9/17/15	3/17/16
Wages	35.81	36.31					
Pension	8.40	8.40					
H & W	8.30	8.30					
Annuity	5.35	5.35					
Training	0.75	0.75					
Industry	0.20	0.20					
TOTAL	58.81	59.31	59.81	60.31	61.06	61.81	62.81

**Plumbers and Pipefitters Local 104
WESTERN DIVISION
(Formerly Local 151)
168 Chicopee St.
Chicopee, MA**

**Wage Rates
Article 3: Economic Package**

	<u>9/17/11- 3/16/12</u>	<u>3/17/12- 9/16/12</u>	<u>9/17/12- 3/16/13</u>	<u>3/17/13- 9/16/13</u>	<u>9/17/13- 3/16/14</u>
Wages	\$33.13	\$33.38	\$33.63	\$34.28	\$34.78
Pension	7.80	8.05	8.30	8.40	8.40
Health & Welfare	8.30	8.30	8.30	8.30	8.30
Annuity	5.10	5.10	5.35	5.35	5.35
Training	0.75	0.75	0.75	0.75	0.75
Industry	0.13	0.13	0.13	0.13	0.13
TOTAL PACKAGE	\$55.21	\$55.71	\$56.46	\$57.21	\$57.71

Article 3: Economic Package

	<u>3/17/13</u>	<u>9/17/13</u>	<u>3/17/14</u>	<u>9/17/14</u>	<u>3/17/15</u>	<u>9/17/15</u>	<u>3/17/16</u>
Wages	\$34.28	\$34.78					
Pension	8.40	8.40					
H & W	8.30	8.30					
Annuity	5.35	5.35					
Training	0.75	0.75					
Industr	0.13	0.13					
TOTAL	\$57.21	\$57.71	\$58.21	\$58.71	\$59.46	\$60.21	\$61.21